

City of Lincoln Construction Management System Upgrade

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Proposal Accepted By The City

Signature

Name (in print)

Designation

Date

Proposal Accepted by Aurigo

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Vice President

Designation

Aug 14th, 2012

Date

Aurigo Software Technologies, Inc.

About the Document

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Revision History			
Version	Date	Description	Author
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1 Introduction

This SaaS price proposal will describe the requirements for the upgrade of The City of Lincoln's (The City) Construction Management Software application from its current version to the latest Masterworks release. This upgrade will include all of the effort required to analyze the existing system, and ensure that all of the business processes that were customized / modified in the base platform are incorporated / configured into the new release. Aurigo will follow a well-defined process that will include a business process study and resulting Statement of Work that further defines the deliverables to The City.

This document will describe:

1. The steps that Aurigo will perform during the process.
2. The deliverables from Aurigo to The City.
3. The costs of the upgrade and configuration.
4. The requirements on The City personnel to complete the specified work.

Only the following Software is included in this proposal:

1. Aurigo Masterworks (or current version) base platform
 - a. Estimator.
 - b. Contract Manager.
 - c. Fund Manager.
 - d. Land Management.

Current Licenses

The City is currently licensed on Aurigo AMP 3 platform under the End User License Agreement. The City originally purchased licenses for 100 named users. The City's existing licenses of AMP 3 will translate 2:1 into new SaaS based Masterworks Named User licenses at no additional cost to The City. This will result in a total of 200 named user licenses for The City. The pricing contained in this proposal covers user based subscription costs for 24 months from the date of expiration of the existing maintenance and support agreement.

The subsequent subscription costs for named users after the first 24 months, will not exceed \$ 5,000 per month, and will be negotiated at a later time.

The following modules are not included in this proposal:

1. Aurigo Masterworks GIS & Mapping

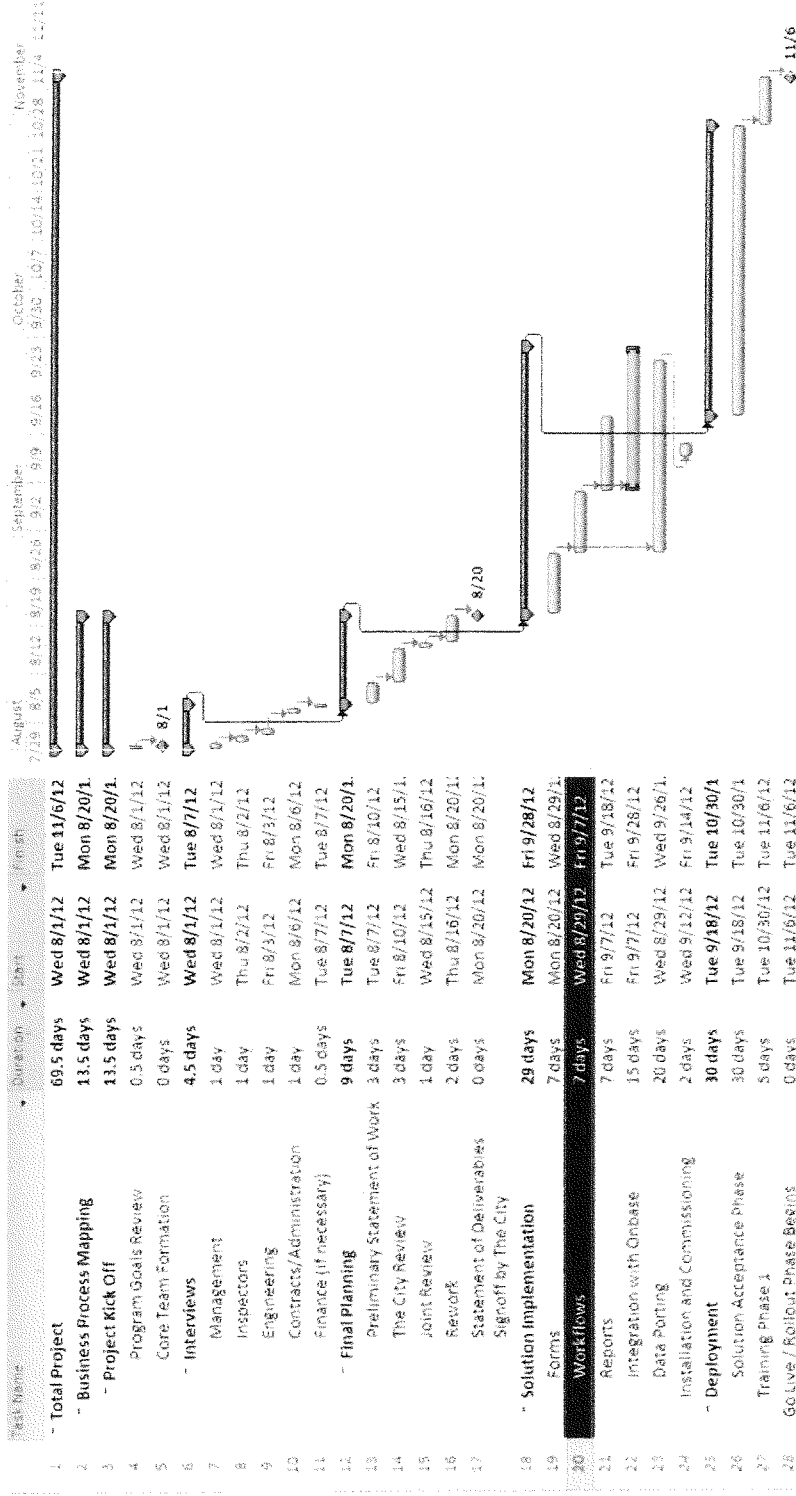
2 Implementation Plan

Aurigo follows the Microsoft SureStep™ methodology when delivering projects to its customers. SureStep defines a consistent industry leading process for delivering successful solution implementations. SureStep defines the following phases for a successful Deployment

Business Process Study (BPS):	Discovery of customer needs
Solution Implementation:	Develop the required software
Pilot Deployment:	Demonstrate key workflows to customer, and user acceptance testing
Solution Acceptance:	Customer performs "Acceptance Testing" on the delivered solution
Training:	Train Users for final deployment
Go Live:	Deployment at the customer site

2.1 Proposed Schedule

The following provides an initial view of the schedule that Aurigo will adhere to while performing the work described in this Proposal. Aurigo will work with The City to further refine this schedule during the Business Process Student described in this proposal. Additionally the project plan below assumes a start date of August 1st, 2012, which can be modified to meet The City's needs.



2.2 Implementation Overview

Aurigo will perform the business process study (BPS) for all the features currently deployed in The City's Construction management system. The goal will be to document how these features will be incorporated into the newly upgraded system. Aurigo will also provide 3 business days of training and support services as entailed in the proposal.

It is understood by The City that if during the BPS study new features / customizations are requested which are not part of the existing deployment (and not part of the upgraded product) then they will be considered out of scope of the upgrade pricing presented in this proposal. In addition for such out of scope items Aurigo will seek prior formal approval from The City prior to providing pricing and commencing work on out of scope items.

The price for services contained in this proposal is based on the following:

- 5 person days of BPS performed by Aurigo.
- Complete configuration / importing of all library tables of Masterworks (including multiple versions of the Standard Item Table), as further documented in the Statement of Work.
- The scope of these services will be limited to the following software capabilities:
 - Masterworks Dashboards, approval workflows and alerts, reports and simple data capturing forms.
- Installation and configuration of the Masterworks application into Aurigo's online SaaS environment.
- 3 business days of training onsite, performed in a classroom environment.
- Integration with On Base document management system provided by eDocumentResources
- Importing of all existing system data into the newly upgraded Masterworks installation.
- Creation of 10 Mail Merge word documents.
- Creation of 4 Checklists.
- Configuration / Modification / Creation of 17 workflows and forms.

3 Detailed Project Phases

As described in Section 2 of this proposal, Aurigo follows a well-defined process when delivering solutions for each customer. This section provides a detailed description of each of the solution delivery phases.

Aurigo will require either electronic or paper signoff of the satisfactory completion of each phase from The City in order to proceed to the next delivery phase.

3.1 Business Process Study (BPS) Phase

During this phase of the project Aurigo will analyze the current system deployment as it pertains to the Masterworks product. The purpose of this analysis is to understand the overall business process of the current deployment and map the solution to the existing workflows and processes automated by Aurigo Masterworks. Aurigo envisions this step of the process to last 5 business days.

3.1.1 The City Dependency

1. Provide the main point of contact to the end customer.
2. Provide any available forms and documentation in its existing environment related to the current system deployment.
3. Provide written sign off to Aurigo on the phase being completed.

3.1.2 Aurigo Deliverables

1. Perform the BPS for Masterworks modules, Estimation and Contract Management and their sub modules.

2. Statement of Work with detailed information describing work to be performed.
3. Final project plan / schedule for review and sign off.

The outcome of this phase will be a formal approval of the defined requirements. This process will involve individual sessions with each Manager and a workshop with the entire management team to validate the existing needs discovered during the BPS and documented in the Scope of Work (SOW) document.

3.2 Solution Implementation Phase

The Solution Implementation Phase is intended to customize Masterworks to address the features / configurations mentioned in the section 2.1 and configure Masterworks for the workflows that are identified by Aurigo and documented in the SOW provided to The City. During this step, Aurigo will develop / configure the software required to meet the needs and processes documented in the SOW that had been previously approved by The City.

3.2.1 The City Dependency

1. Electronic or paper sign off of satisfactory phase completion.
2. Continued access to key personnel at The City for questions and issue resolution.

3.2.2 Aurigo Deliverables

1. The developed and tested Masterworks solution for deployment.

3.3 Pilot Deployment

Upon completion of the Solution Implementation Phase, Aurigo will deploy the Masterworks application for the pilot solution for The City. Aurigo will be available to answer any questions regarding the deployed solution, and provide rapid turnaround for any issues discovered by The City. This phase may not be used to modify or add any requirements documented in the SOW.

3.3.1 The City Dependency

1. Electronic or paper sign off of satisfactory phase completion.

3.3.2 Aurigo Deliverables

1. Customization, installation and operational actions performed on the software deliverables in accordance with the approved SOW.

3.4 Solution Acceptance Phase

Once the Pilot Deployment phase has begun the Solution Acceptance phase begins in parallel. The City will be responsible for managing the overall solution acceptance phase. Aurigo will provide The City with support during this phase of the project. The City is required to submit at least one list of issues to Aurigo during the Solution Acceptance Phase, otherwise the software will be deemed accepted. The City will endeavor to submit issues promptly allowing Aurigo ample time to correct issues prior to the solution acceptance phase ending. If the solution acceptance phase expires while there are mutually agreed to issues outstanding, the solution acceptance phase will be extended until such time as Aurigo corrects all outstanding items.

3.4.1 The City Dependency

1. Access the deployed solution to perform testing.

2. Document any discovered deviations in the solution.
3. Electronic or paper sign off of satisfactory phase completion.

3.4.2 Aurigo Deliverables

1. Provide access to the electronic help desk via the Customer Central area on the Aurigo Web Site.
2. Provide telephonic help desk support between 9:00 am to 6:00 pm EST Monday through Friday, excluding National Holidays.
3. Provide response within 2 business days, to discuss the issue and define the way forward.

3.5 Training

Aurigo will perform 3 business days of training in a classroom environment. The training will be limited to the Aurigo Masterworks product, tailored to meet the requirements documented in the SOW. Four courses will be executed during the training; 1) ½ day for inspectors; 2) ½ day for designers; 3) 1 full day for support; 4) 1 full day for administration.

The approach to training will be to have an introduction of each main topic using presentation slides, and then immediately move into a live workshop of the feature. Each user will need to be equipped with a PC matching the minimum client requirements of the solution that will be provided at a later time. Aurigo will not provide detailed training materials as part of this proposal.

3.5.1 The City Dependencies

1. The City will be required to configure a training area with a suitable training environment including all presentation equipment and hardware needs, including but not limited to:
 - a. Projector
 - b. Class room base seating environment

3.6 Go Live

The go live milestone has no associated deliveries. It is provided here to denote the completion of the project.

4 Pricing

Aurigo is migrating its customers to a Software as a Service (SaaS) model. The intent of this migration is to provide The City with a superior experience going forward. Aurigo is proposing to upgrade your existing AMP 3 installation to our latest release Masterworks 7.0 on a SaaS model.

Aurigo is proposing a Monthly User Access Fee of USD \$ 6,000 for an enterprise license (up to 200 named users). The pricing contained in this proposal covers user based subscription costs for 24 months from the date of expiration of the existing maintenance and support agreement. The subsequent subscription costs for named users after the first 24 months, will not exceed \$ 5,000 per month, and will be negotiated at a later time.

The price quoted above includes the following upgrade activities to ensure the new system meets the needs of The City.

Work Item	Quantity
Project Discovery/Project Management	
Mail Merge Word Documents	10
Checklist Creation	4
GEOPak Data Import	
Land Management Terminology Changes	
XML Form Creation	7
IonWave Integration	
Data Porting of AMP 3 into Masterworks	
Installation	
Workflow creations for new forms and documents	17
Training	3 days

- The SaaS price quoted above is exclusive of any travel that might be required to perform the upgrade and training. Travel will be billed on actuals.

Since the specific requirements for Mail Merge Documents, Forms, Workflows and Checklists are not known at this time Aurigo has specified a number as the quantity. The City can choose the specific forms, documents, checklists and workflows to support during the project discovery period as long as the total number of each item does not exceed the respective number above.

5 Optional Services

The City has requested that the Aurigo Integrate the Masterworks installation with the state's OnBase document management system provided by eDocumentResources. Aurigo will utilize an API provided by eDocumentResources to send and retrieve documents added to the Document repository of Masterworks into the OnBase application. The pricing for services is over and above the Monthly access fee quoted above, and assumes the Following:

1. eDocumentResources will provide a suitable API to enable Masterworks to push/pull documents to/from OnBase,
2. The firewall between the Masterworks system deployed in the cloud and OnBase is open
3. The City to provide a set of document metadata that will be sent along with each document to OnBase

Based on Aurigo's current understanding of the API that will become available at a later date, Aurigo believes the integration effort will take approximately 15 person days to complete. Aurigo is offering an attractive hourly rate of \$ 90 per hour, which is well below our normal pricing of \$ 120 per hour for this work. This results in a total Additional Services cost of:

OnBase Integration Services Cost: \$ 10,800

Aurigo will invoice The City for 50% of the work on commencing the work, and 50 % on acceptance of the integration.

Event	%	Total
Commencing work for OnBase Integration	50 %	\$ 5,400.00
Completion of work and Customer Acceptance	50 %	\$ 5,400.00
Total	100 %	10,800.00

6 Payment Plan

Upon signing the proposal Aurigo will invoice The City as per the payment milestones defined in section 6.1.

6.1 Milestone Payment Plan

	Fee	Event	Payment Amount	Notes
1.	Past due service months	Signing of this proposal	38,000	This money is past due for maintenance
2.	Initial setup of system on Aurigo hosting site.	Upon Completion of activity	24,000	
3.	Configuration completed	Lincoln approval of upgraded system	10,000	
4.	Onsite Training Services	Upon Delivery	\$ 7,000	
5.	User Subscription Fee for Year 2	February 25 th 2013	\$ 72,000	
6.	Hosting Charges Year 1	Signing of this Proposal	\$ 4,800	
7.	Hosting Charges Year 2	1 st Year anniversary of Signing of Proposal	\$ 4,800	
8.	OnBase Integration Start	On Start of Work estimated date is 8/29/2012	\$ 5,400	Optional Services
9.	OnBase Integration End	Approximately 9/18/2012	\$ 5,400	Optional Services
		Total	\$ 171,400	

6.2 Additional Terms

1. The City will pay all invoices within 30 days of receipt.
2. The City has the right to accept each milestone as completed before it will be considered payable by The City.
3. For invoices not paid within 30 days Aurigo will apply a 1.5% charge per month the invoice is unpaid.
4. All prices are exclusive of local taxes. Taxes would be applicable as per government rules and regulations.

5. Prices are exclusive of additional services specified in section 5.
6. Termination for Convenience City has the right to terminate this agreement for any reason for the City's own convenience. If the City terminates this agreement for convenience, the City shall provide a written notice of the same to Aurigo. Upon termination, the City shall pay Aurigo for any services performed up to the date of termination.
7. Equal Employment Equal employment opportunity in connection with the performance of work under this agreement, Aurigo agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Aurigo shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.
8. Waiver of Contractual Right The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
9. This agreement shall be construed and applied according to the laws of the State of Nebraska.
10. Living Wage, Audit & E-Verify
 - a. Aurigo agrees to pay all employees in the performance of this contract, a base wage not less than the City Living Wage per Chapter 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.
 - b. Aurigo agrees that if asked, Aurigo shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code.
 - c. In accordance with Neb. Rev. Stat. 4-108 through 4-114, Aurigo agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Aurigo shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Aurigo shall require any subcontractor to comply with the provisions of this section. Is there a cost and hassle for us to doing this? Ravi should comment.

7 Change Orders

This proposal may be amended from time to time upon mutual agreement and issuance of a Change Order request to the proposal, or resulting SOW. All requests for a Change Order shall be made in writing by The City. If the Change Order requires a significant modification to the overall scope of the project Aurigo will notify The City of a potential change in price which must be formally approved for the change to take effect.

8 Annexure A: Aurigo Information

8.1 Introduction

Aurigo is a global software product company focused on the construction, infrastructure and real estate verticals and is Microsoft Gold certified Partner. Aurigo's product suite Masterworks automates and streamlines project management, contract administration and mobile inspection through web enabled



and GIS technologies and is specifically tailored with features designed for real estate and construction organizations worldwide.

8.1.1 Official Contact for this proposal

The official vendor representative for this proposal is:

Kevin Koenig
Vice President
Aurigo Software Technologies, Inc.
29 Bobs Lane
Setauket, NY 11733

Phone: 1 631 824 4044
Fax: 1 631 750 8800
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web: www.aurigo.com

8.1.2 Sales Support Hours

Aurigo Sales offices are open from 9:00am - 5:00pm Eastern Time